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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

USA DIETARY SUPPLEMENTS, INC.,
a Nevada corporation

Plaintiff,

vs.

ELI ALOISI, individually,
ABOVE ALL OFFERS, INC., an Oregon
corporation, and DOES 1 to 100, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR TORTIOUS
INTERFERENCE WITH
CONTRACTUAL RELATIONS,
FRAUD, CIVIL CONSPIRACY TO
COMMIT FRAUD,
BREACH OF CONTRACT,
RACKETEERING IN VIOLATION OF
18 U.S.C. § 1962(c), AND
CONSPIRACY TO ENGAGE IN
RACKETEERING ACTIVITY IN
VIOLATION OF 18 U.S.C. § 1962(d)**

JURY TRIAL DEMANDED

TO THE COURT, ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF
RECORD:

COMES NOW, Plaintiff USA DIETARY SUPPLEMENTS, INC. (“USA DIETARY
SUPPLEMENTS”) by and through undersigned counsel, for its Complaint against
Defendants ELI ALOISI, individually, ABOVE ALL OFFERS, INC., an Oregon Corporation,
and DOES 1 to 100, inclusive, (collectively “DEFENDANTS”) alleges and avers as
follows:

1 **I. INTRODUCTION**

2 1. USA DIETARY SUPPLEMENTS, INC. (“USA DIETARY SUPPLEMENTS”)
3 brings this action arising from a business relationship that began in January 25, 2017 whereby
4 Defendant Above All Offers, Inc. “AAO”) was engaged to provide quality internet “CPA (cost
5 per acquisition) traffic” (“traffic”) for USA DIETARY SUPPLEMENTS’ nutritional products
6 through its network of affiliates and publishers located through out the U.S. and internationally.
7 This traffic was represented by AAO as being quality and legitimate traffic which complied
8 with stringent standards that did not employ fraudulent practices to market USA DIETARY
9 SUPPLEMENTS’ products to the public.
10

11 2. On or about April 18, 2017, USA DIETARY SUPPLEMENTS noticed that it
12 was experiencing a high volume of chargebacks with its bank processors from orders generated
13 from AAO’s traffic. Later in fact, USA DIETARY SUPPLEMENTS discovered that AAO and
14 its network of publishers and affiliates in fact employed the use of fraudulent acts including but
15 not limited to publishing fake news, fake celebrity endorsements and ESPN stories featuring the
16 use of USA DIETARY SUPPLEMENTS’ products by Lebron James.
17

18 3. The operation of AAO, ALOISI and DOES 1 to 100 was conducted in a
19 fraudulent manner, and in breach of duties owed to USA DIETARY SUPPLEMENTS, through
20 conduct including the billing of transactions that were generated by traffic that employed the
21 use of fake news, use of fake celebrity endorsements, black hat cyber techniques including
22 shaving software to misreport the actual number of transactions, and the use of other fraudulent
23 noncompliant sources of traffic which caused USA DIETARY SUPPLEMENTS severe harm
24 and blowback to its’ business.
25

26 **II. PARTIES**

1 4. Plaintiff USA DIETARY SUPPLEMENTS, INC. (“USA DIETARY
2 SUPPLEMENTS”) is a corporation formed in the State of Nevada. Its’ head office and principle
3 place of business is located in Burbank, California. USA DIETARY SUPPLEMENTS sells
4 nutritional dietary supplement products online to customers in the U.S. Its’ Chief Executive
5 Officer is Joseph Wanamaker (“WANAMAKER”).

6 5. Defendant Eli Aloisi (“ELOISI”) is a resident residing and doing business in the
7 State of Oregon. ELOISI is president of Defendant Above All Offers, Inc.

8 6. Defendant Above All Offers, Inc. (“AAO”) is a corporation formed in the State
9 of Oregon. AAO operates a global network of affiliates and publishers who provide their
10 marketing services to advertisers.

11 7. Plaintiff is in the process of confirming the true names and capacities of the
12 defendants designated in this Complaint as DOES 1 to 100, inclusive, and therefore sues these
13 defendants by fictitious names at this time. DOES 1 to 100 are affiliates or related entities to the
14 named defendants and, on information and belief, are residing in, the State of California and
15 this judicial district or have transacted business in the State of California during the time period
16 covered by this Complaint, and are subject to the jurisdiction of this Court.

17
18
19 **III. SUBJECT MATTER JURISDICTION AND VENUE**

20 8. The court has jurisdiction over USA DIETARY SUPPLEMENTS’ claims under
21 28 U.S.C. § 1331 and 18 U.S.C. § 1964(c) and §1964(d). Plaintiff USA DIETARY
22 SUPPLEMENTS’ fifth and sixth counts arise out of the same case or controversy as its federal
23 claims, as all claims in this action arise from a common nucleus of operative facts. The court
24 has supplemental jurisdiction over USA DIETARY SUPPLEMENTS’ state law claims pursuant
25 to 28 U.S.C. §1367.

1 9. The United States District Court for the Central District of California is the
2 appropriate venue for this action pursuant to 28 U.S.C 1391(b)(1) and (2) because at least one
3 defendant resides in this district and a substantial part of the events or omissions giving rise to
4 the claims took place in the Central District of California.

5 **III. PERSONAL JURISDICTION**

6 10. Exercise of jurisdiction over over the ALOISI, AAO and DOES 1 to 100
7 Defendants is reasonable and proper because each has extensive contacts with the State of
8 California including the Defendants' unlawful and fraudulent acts alleged in this Complaint.
9 ALOISI and AAO both participated in directing their tortious acts of interference with
10 contractual relations at USA DIETARY SUPPLEMENTS and PELEKAN PARTNERS who are
11 both situated and based in the State of California.
12

13 **IV. FACTUAL ALLEGATIONS RELATED TO THE COMPLAINT**

14 11. Plaintiff is informed and believes and on the basis of such information alleges
15 that at all material times Defendant AAO was beneficially owned by Defendant ALOISI.
16 Plaintiff is informed and believes that there exists, and at all times herein mentioned there
17 existed a unity of interest and ownership between ALOISI on the one hand, and AAO on the
18 other hand, such that individuality and separateness between ALOISI on the one hand and AAO
19 on the other hand, has ceased, and AAO is the alter ego of ALOISI, in that it is, and at all times
20 herein mentioned was, a mere shell, instrumentality and conduit through which ALOISI carried
21 on his activities, exercising complete control and dominance of the corporation to such an
22 extent that any individuality or separateness of the entity from the individual does not, and at all
23 times herein, did not exist. Therefore adherence to the fiction to the separate existence of AAO
24 as an entity distinct from ALOISI would permit an abuse of the corporation privileges and
25 would sanction fraud and promote injustice.
26
27

1 12. The names and capacities of Defendant DOES 1-100, inclusive, are unknown to
2 Plaintiff, who therefore sue said Defendants by such fictitious names. Plaintiffs will amend this
3 Complaint to allege the true names and capacities of said Defendants when ascertained.
4 Plaintiffs is informed and believes, and based thereon alleges, that each fictitiously named
5 Defendant is legally responsible to Plaintiffs for the damages alleged herein.

6 13. USA DIETARY SUPPLEMENTS is informed and believes and thereon allege
7 that at all material times, each Defendant was the agent and employee of all other Defendants,
8 acting within the course and scope of such agency and employment.

9 14. Plaintiff is informed and believes and thereon allege that at all material times
10 each Defendant was part of a conspiracy to commit the wrongs alleged herein, and acted in
11 concert with all other Defendants with mutual knowledge, agreement, participation, and
12 cooperation to accomplish the wrongful and fraudulent plan herein, and as such each Defendant
13 is jointly and severally responsible for the harm resulting to Plaintiff.

14 15. On or about January 20, 2017, WANAMAKER, on behalf of USA DIETARY
15 SUPPLEMENTS discussed with ALOISI the provision of legitimate and compliant traffic to
16 USA DIETARY SUPPLEMENTS for its sales campaign of nutritional products by AAO's
17 network of publishers and affiliates. WANAMAKER explained to ALOISI that he had a very
18 bad experience with his previous affiliate network relationship due to the affiliate network
19 employing affiliates and publishers who used fake news websites and fake celebrity
20 endorsements to advertise the products. This caused severe blowback as there were massive
21 cancellation of orders, requests by customers for refunds, and returns which led to massive
22 chargebacks levied by his company's credit card processors which in turn caused these bank
23 accounts to be terminated and accessed with large bank fees and charges.

1 16. Defendants ALOISI and AAO (Collectively “Defendants”) represented to
2 WANAMAKER and USA DIETARY SUPPLEMENTS that:

3 a) AAO would provide quality, legitimate and compliant traffic from its network of
4 affiliates and publishers;

5 b) AAO were experts in online affiliate marketing;

6 c) AAO’s affiliate network do not and would not engage affiliates and publishers who
7 used fake news websites and fake celebrity endorsements to advertise USA DIETARY
8 SUPPLEMENTS products;
9

10 d) AAO would initially provide a cap on traffic limited to 75-100 orders per day. This
11 would ensure a good rebill rate and allow USA DIETARY SUPPLEMENTS to access the
12 quality of AAO’s traffic before increasing the traffic; and

13 e) AAO would target male demographics over 35 years.

14 17. ALOISI, AAO and DOES 1-100 operate a shadowy network of publishers and
15 affiliates operating from throughout the U.S., including California and international locations.
16 The AAO network of publishers and affiliates operate under a cloak of secrecy. AAO does not
17 disclose the names or contact information for these publishers and affiliates to the advertiser
18 under claims of proprietary or confidential information. More importantly, ALOISI, AAO, and
19 DOES 1 to 100 have concealed and or destroyed the content of the advertisements posted by the
20 affiliate network of publishers using fake news sites and fake celebrity endorsements under the
21 pretext of the Defendants’ proprietary or confidential information. ALOISI, AAO and DOES 1-
22 100 knowingly employed the use fake news sites, fake celebrity endorsements and other
23 fraudulent artifices in furtherance of the criminal enterprise.
24

25 18. On January 20, 2017, WANAMAKER disclosed to ALOISI the identity of USA
26 DIETARY SUPPLEMENTS’ finance vendor, PELEKAN PARTNERS, INC. (“PELEKAN”), a
27

1 California corporation based in Huntington Beach, CA who financed its advertising invoices.

2 PELEKAN had a valid and enforceable lending agreement with USA DIETARY

3 SUPPLEMENTS. PELEKAN did not have any relationship with AAO or ALOISI prior to

4 WANAMAKER's disclosure of Plaintiff's relationship with PELEKAN to ALOISI.

5 19. On January 25, 2017, USA DIETARY SUPPLEMENTS and AAO entered into
6 an advertising agreement ("AGREEMENT") (herein incorporated by reference as Exhibit "A").

7
8 20. On March 15, 2017, ALOISI informed WANAMAKER that one of the affiliate
9 publishers involved in generating traffic to USA DIETARY SUPPLEMENTS had been caught
10 by AAO engaging in the use of blatant noncompliant advertising. ALOISI further informed
11 WANAMAKER that since AAO was not going to pay for the noncompliant traffic, AAO was
12 going to credit USA DIETARY SUPPLEMENTS for this noncompliant activity. The amount of
13 the credit was small as the volume of noncompliant traffic involved was low. The true nature of
14 this ruse was to lure WANAMKER and USA DIETARY SUPPLEMENTS into a false sense of
15 security that AAO was delivering quality compliant traffic.
16

17 21. On or about April 18, 2017, USA DIETARY SUPPLEMENTS began to notice
18 an extremely high rate of credit card chargebacks. Customers were beginning to complain as a
19 result of AAO, ALOISI and DOES 1 to 100's fraud and the orders were unable to be processed.
20 USA DIETARY SUPPLEMENTS had to deal with customer complaints and issues regarding
21 customer credits, returns, cancellations and chargebacks of sales.

22 22. USA DIETARY SUPPLEMENTS's has continued to experience a high rate of
23 chargebacks which has caused USA DIETARY SUPPLEMENTS to incur massive bank fees
24 and charges.
25

26 23. Plaintiff is informed and believes and on the basis of such information allege that
27 at all material times, ALOISI, AAO, and DOES 1 to 100 are parties to this case who used
28

1 fraudulent and corrupt business practices to engage USA DIETARY SUPPLEMENTS and
2 other similarly situated advertisers to contract for their advertising services. ALOISI, AAO, and
3 DOES 1 to 100 systematically disrupted USA DIETARY SUPPLEMENTS's business by:

4 a) Building and maintaining a network of shadowy affiliates and publishers based in the
5 U.S. and internationally, who employed the use of black hat cyber techniques to target USA
6 DIETARY SUPPLEMENTS' customers and entice them to buy its products online through the
7 use of fake news sites and fake celebrity endorsements. This would in turn trigger customer
8 cancellations, refund requests, chargebacks and higher than normal merchant processing fees
9 and penalties. ALOISI and AAO would generate false billing reports to Plaintiff's account that
10 did not reflect the actual amounts that should have been billed;

12 b) Employing the use of cyber "shaving" software to underreport the actual sales
13 triggered in the sales reporting software of AAO's publishers and affiliates. Because AAO's
14 publishers and affiliates seek to increase their EPC (earnings per click), AAO's and ALOISI's
15 cyber shaving techniques incentivize their affiliates and publishers to pad their traffic by adding
16 more traffic generated by the practice of employing fraudulent activity including but not limited
17 to employing fake news and fake celebrity endorsements in the advertising of USA DIETARY
18 SUPPLEMENTS' products thus causing Plaintiff more blowback to its sales campaign;

20 c) The use of fraudulent advertising practices designed to trigger billable events to
21 Plaintiff by the misuse of co-conspirator credit cards. Defendants ALOISI, AAO, and DOES 1
22 to 100 engaged in a scheme to deceive Plaintiff by organizing the placement of orders and then
23 cancellation of the same orders within a short period of time. AAO would then still bill Plaintiff
24 for the transaction despite the order being cancelled.
25

1 d) The use of threats and intimidation to strong arm payments from Plaintiff by
 2 interfering with the contractual relations of USA DIETARY SUPPLEMENTS and its' finance
 3 vendor, Pelekan Partners.

4 **CAUSES OF ACTION**

5 **COUNT I**

6 **(Tortious Interference With Contractual Relationship Against ALOISI AND AAO)**

7
 8 24. Plaintiff re-alleges and incorporates by reference the allegations of paragraphs 1
 9 through 23.

10 25. There was a binding enforceable contract between US DIETARY SUPPLEMENTS
 11 and Pelekan Partners.

12
 13 26. ALOISI, AAO and other unknown agents and co-conspirators had actual knowledge
 14 of the existence of that binding and enforceable contract.

15 27. ALOISI, AAO and other unknown agents and co-conspirators intentionally and
 16 without justification or privilege, interfered with the contractual relationship between US
 17 DIETARY SUPPLEMENTS and Pelekan Partners by making false representations about the
 18 true state of USA DIETARY SUPPLEMENTS indebtedness to AAO and disparaging USA
 19 DIETARY SUPPLEMENTS business practices.
 20

21 28. On or about June 29, 2017, ALOISI contacted Michael Brooks on Facebook
 22 requesting the contact number for Jeff Brooks, the owner of Pelekan Partners who provides
 23 financing to USA DIETARY SUPPLEMENTS. On obtaining Pelekan Partners' telephone
 24 number, ALOISI then called Jeff Brooks, CEO of Pelekan Partners and informed him that USA
 25 DIETARY SUPPLEMENTS had a large debt with AAO and that WANAMAKER and USA
 26 DIETARY SUPPLEMENTS was in financial distress and did not pay its vendors' invoices.
 27

1 This caused Jeff Brooks to be distressed about ALOISI's representations regarding USA
2 DIETARY SUPPLEMENTS' creditworthiness and threats of potential litigation. This in turn
3 damaged USA DIETARY SUPPLEMENTS' credit arrangements and fees with Pelekan
4 Partners.

5 29. As a consequence of ALOISI's, AAO's and other unknown agents and co-
6 conspirators' interference, US DIETARY SUPPLEMENTS has been damaged.

7
8 30. As a proximate result of the wrongful acts as alleged herein, Plaintiff US DIETARY
9 SUPPLEMENTS has been damaged in the sum of at least \$1,000,000.

10 31. As a result of ALOISI's, AAO's and other unknown agents' and co-conspirators'
11 fraudulent, oppressive and malicious conduct, Plaintiff is entitled to an award of punitive
12 damages.

13 COUNT II

14 **(Fraud- Misrepresentation- Against All Defendants)**

15
16 32. Plaintiff USA DIETARY SUPPLEMENTS repeats the allegations contained in
17 paragraphs 1-31 above and incorporates such allegations by reference herein.

18
19 33. Defendants ALOISI, AAO, and DOES 1 to 100 made material
20 misrepresentations of fact to WANAMAKER of the legitimacy and quality of the traffic of
21 AAO's network of publishers/affiliates and that this traffic were not generated by fraudulent
22 practices including but not limited to the use of fake news articles and fake celebrity
23 endorsements. WANAMAKER had made multiple requests to AAO, ALOISI and AAO's
24 employees that the use of fake news articles and fake celebrity endorsements in connection with
25 advertising USA DIETARY SUPPLEMENTS' products was not acceptable. In fact, AAO,
26 ALOISI and AAO's employees extensively employed the use of publisher and affiliates in
27

1 AAO's network, who used fake news articles and fake celebrity endorsements in connection
2 with advertising USA DIETARY SUPPLEMENTS' products. AAO, ALOISI and DOES 1 to
3 100 also engaged in the fraudulent practice of "shaving" to drive up the number of billable
4 transactions.

5 34. ALOISI and agents of AAO knowingly and/or recklessly made such
6 misrepresentations with intention of deceiving USA DIETARY SUPPLEMENTS. ALOISI and
7 AAO's agents were, or reasonably should have been aware of the falsity and misleading nature
8 of their statements concerning the quality and compliance of the traffic.
9

10 35. ALOISI and agents of AAO intended to induce WANAMAKER and USA
11 DIETARY SUPPLEMENTS to place orders for traffic with AAO pursuant to the Agreement.
12

13 36. USA DIETARY SUPPLEMENTS actually and reasonably relied on the
14 misstatements of ALOISI to its detriment. If USA DIETARY SUPPLEMENTS had known the
15 true facts, it would have taken steps to mitigate USA DIETARY SUPPLEMENTS' damages.
16

17 37. As a direct result of said acts of fraud, USA DIETARY SUPPLEMENTS has
18 been damaged in the sum of at least \$1,000,000, plus interest and attorneys fees.

19 38. The conduct of defendants ALOISI and AAO were willful, malicious,
20 fraudulent, and oppressive. As a result, USA DIETARY SUPPLEMENTS is entitled to an
21 award of punitive damages.
22

23 **COUNT III**

24 **(Civil Conspiracy to Commit Fraud- Against All Defendants)**

25 39. Plaintiff USA DIETARY SUPPLEMENTS repeats the allegations contained in
26 paragraphs 1-38 above and incorporates such allegations by reference herein.
27

1 40. On information and belief, each of the Defendants participated in the conspiracy
2 by agreeing and acting in:

3 a) Building and maintaining a network of shadowy affiliates and publishers based in the
4 U.S. and internationally, who employed the use of black hat cyber techniques to target USA
5 DIETARY SUPPLEMENTS' customers and entice them to buy its products online through
6 fraudulent marketing practices including but not limited to the use of fake news sites and fake
7 celebrity endorsements. This would in turn trigger customer cancellations, refund requests,
8 chargebacks and higher than normal merchant processing fees and penalties;
9

10 b) Employing the use of cyber "shaving" software to underreport the actual sales
11 triggered in the sales reporting software of AAO's publishers and affiliates. Because AAO's
12 publishers and affiliates seek to increase their EPC (earnings per click), AAO's and ALOISI's
13 cyber shaving techniques incentive these affiliates and publishers to pad their traffic by adding
14 more sales generated by the practice of employing fraudulent activity including but not limited
15 to fake news and fake celebrity endorsements in the advertising of USA DIETARY
16 SUPPLEMENTS' products thus causing Plaintiff more blowback to its sales campaign;
17

18 c) The use of fraudulent advertising practices designed to trigger billable events to
19 Plaintiff by the misuse of co-conspirator credit cards. Defendants ALOISI, AAO, and DOES 1
20 to 100 engaged in a scheme to deceive Plaintiff by organizing the placement of orders and then
21 cancel the same orders within a short period of time. AAO would then still bill Plaintiff for the
22 transaction despite the order being cancelled.
23

24 d) The use of threats, disbaragement and intimidation to strong arm payments from
25 Plaintiff and interfering with the contractual relations of USA DIETARY SUPPLEMENTS and
26 its' finance vendor, Pelekan Partners.
27

1 WHEREFORE USA DIETARY SUPPLEMENTS prays for judgment against AAO, as
2 more fully set below.

3 **COUNT V**

4 **[Violation of 18 U.S.C. § 1962(c) - RICO Against All Defendants]**

5 49. Plaintiff incorporates and re-alleges paragraphs 1 through 48, inclusive by
6 reference.

7
8 50. Plaintiff is informed and believes and on the basis of such information allege that
9 at all material times the Defendants, ALOISI, AAO and DOES 1 to 100 created and operated an
10 enterprise consisting of individuals, partnerships, professionals, corporations, trusts, or other
11 legal entities or of a union or group of individuals associated in fact although not a legal entity,
12 within the meaning of 18 U.S.C. § 1961(4) that affected interstate or foreign commerce. On
13 information and belief, the Defendants were members of an enterprise that functioned as a
14 continuing unit for a common economic purpose.

15
16 51. Plaintiff is informed and believes and on the basis of such information allege that
17 at all material times, the enterprise operated by the Defendants had a structure for making
18 decisions and for controlling and directing the affairs of the group of Defendants on an ongoing
19 basis. The Defendants acted together in an organized fashion. The structure had a hierarchy
20 overseen and controlled by Defendants ALOISI, AAO and DOES 1 to 100 who, acting
21 individually and collectively manipulated, guided, and directed the activities of the other
22 Defendants, including conceiving, setting up, and carrying out the various sales transactions by
23 fraudulent activities that secretly resulted in the illegal and improper payment of monies and
24 other consideration to the Defendants and persons affiliated with the Defendants.

25
26 52. The Defendants ALOISI, AAO and DOES 1 to 100, were employed by or
27 associated with the enterprise and participated, directly or indirectly, in the conduct of the

1 enterprise's affairs through a pattern of racketeering activity that involved at least two or more
2 related predicate acts extending over a substantial period of time that amounted to or posed a
3 threat of continued criminal activity. Such acts involved, but are not necessarily limited to,
4 willingly and knowingly devising a scheme or artifice to defraud, or to obtain money or
5 property by means of false pretenses, representations, or promises, use of interstate mails and
6 wires to commit fraud, including telephone calls, bank wire transfers, electronic mail, and mails
7 involving other defendants, persons, and entities.
8

9 53. ALOISI, AAO and DOES 1-100, in furtherance of the conspiracy, employed the
10 following acts of racketeering

11 a) Building and maintaining a network of shadowy affiliates and publishers based in the
12 U.S. and internationally, who employed the use of black hat cyber techniques to target USA
13 DIETARY SUPPLEMENTS' customers and entice them to buy its products online through the
14 use of fake news sites and fake celebrity endorsements. This would in turn trigger customer
15 cancellations, refund requests, chargebacks and higher than normal merchant processing fees
16 and penalties;
17

18 b) Employing the use of cyber "shaving" software to underreport the actual sales
19 triggered in the sales reporting software of AAO's publishers and affiliates. Because AAO's
20 publishers and affiliates seek to increase their EPC (earnings per click), AAO's and ALOISI's
21 cyber shaving techniques incentive these affiliates and publishers to pad their EPC by adding
22 more sales generated by the practice of employing fake news and fake celebrity endorsements
23 in the advertising of USA DIETARY SUPPLEMENTS' products thus causing Plaintiff more
24 blowback to its sales campaign;
25
26
27
28

1 c) The use of disparagement, threats and intimidation to strong arm payments and to
 2 interfere with the contractual relations of USA DIETARY SUPPLEMENTS and its' finance
 3 vendor, Pelekan Partners through.

4 54. In addition, the Defendants ALOISI, AAO and DOES 1 to 100, have received
 5 income that was derived, directly or indirectly, from a pattern of racketeering activity in which
 6 such Defendants participated and have used or invested, directly or indirectly, at least a part of
 7 such income in the acquisition of an interest in, or the establishment or operation of, an
 8 enterprise that is engaged in, or whose activities affect, interstate or foreign commerce, in
 9 violation of 18 U.S.C. § 1962(a).
 10

11 55. By reason of and a direct result of the Defendants ALOISI's, AAO's and DOES
 12 1 to 100's conduct, Plaintiff has sustained injury to its business or property within the meaning
 13 of 18 U.S.C. § 1964(c) and is entitled to treble damages. Plaintiff has been damaged in the sum
 14 of at least \$1,000,000.
 15

16 **COUNT VI**

17 **[Violation of 18 U.S.C. § 1962(d) Against All Defendants]**

18 56. Plaintiff incorporates and re-alleges paragraphs 1 through 55, inclusive by
 19 reference.

20 57. In the commission of certain of the acts of racketeering set forth in Count V,
 21 ALOISI, AAO and DOES 1-100 conspired to violate 18 U.S.C. § 1962(c), in violation of 18
 22 U.S.C. § 1962(d). At all relevant times, each of the Defendants is and was a person within the
 23 meaning of 18 U.S.C. §§ 1962(c) and 1962(d).
 24

25 58. In furtherance of this conspiracy, each of ALOISI, AAO and DOES 1-100
 26 agreed to the commission of at least two of the acts of racketeering set forth in Count V, and
 27 agreed to violate 18 U.S.C. §§ 1962(c). Specifically, the ALOISI, AAO and DOES 1-100
 28

1 Defendants agreed to the commission of all the acts specified in Count V, and each further
2 agreed to the commission of at least two of those acts, including but not limited to: creating
3 false records to facilitate the laundering of AAO funds; manipulating software to shave
4 reportable events, employing the widespread use of fake news and fake celebrity endorsements
5 to advertise Plaintiff's products.

6 59. By reason of these violations of 18 U.S.C. § 1962(d), USA DIETARY
7 SUPPLEMENTS has sustained damages to its business.

8 60. USA DIETARY SUPPLEMENTS' damages were a direct, proximate and
9 foreseeable result of these violations of 18 U.S.C. § 1962(d). USA DIETARY SUPPLEMENTS
10 has been and will continue to be injured in its business in an ultimate amount to be determined
11 at trial.

12 61. By reason of these violations, USA DIETARY SUPPLEMENTS is further
13 entitled to recover three times its damages pursuant to 18 U.S.C. § 1962(c).

14 62. By reason of these violations, USA DIETARY SUPPLEMENTS is further
15 entitled to recover its' attorney's fees and costs pursuant to 18 U.S.C. § 1962(c).

16 **PRAYER**

17 WHEREFORE, USA DIETARY SUPPLEMENTS prays judgment against Defendants
18 Eli Aloisi, Above All Offers, Inc. and DOES 1 to 100, jointly and severally as follows:

19 1. For compensatory damages to be proven at trial, in an amount not fully
20 determined at this time but which, in any event, exceeds \$1,000,000;

21 2. For punitive damages in an amount to be determined at trial;

22 3. For prejudgment interest on USA DIETARY SUPPLEMENTS' damages;

23 4. For attorneys' fees, costs, and expenses incurred by the prosecution of this
24 action; and
25

1 5. For such other and further relief as the Court may deem proper.

2 JURY TRIAL DEMANDED.

3
4
5 Dated this 17th day of July, 2017.

Respectfully submitted,

6 /s/ Jacques Chen

7 JACQUES CHEN, Esq.
8 Attorneys for Plaintiff
9 USA DIETRY SUPPLEMENTS